

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ALABAMA**

Fill in this information to identify your case:	
Debtor 1	Yvonne DeCarlo Johnson <small>Name: First Middle Last</small>
Debtor 2 <small>(Spouse, if filing)</small>	 <small>Name: First Middle Last</small>
Case number <small>(If known)</small>	<u>20-01344-DSC-13</u>

Check if this is an amended plan ☒
Amends plan dated: Apr 2, 2020

Chapter 13 Plan

Part 1: Notices

To Debtors: This form sets out options that may be appropriate in some cases, but the presence of an option on the form does not indicate that the option is appropriate in your circumstances. Plans that do not comply with local rules, administrative orders, and judicial rulings may not be confirmable.

In the following notice to creditors, you must check each box that applies. Your failure to check a box that applies renders that provision ineffective.

To Creditors: Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated.

You should read this plan carefully and discuss it with your attorney, if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one.

If you oppose the plan's treatment of your claim or any provision of this plan, you or your attorney must file an objection to confirmation at least 7 days before the confirmation hearing, unless otherwise ordered. The Bankruptcy Court may confirm this plan without further notice if no objection to confirmation is made. See Bankruptcy Rule 3015. In addition, a proper proof of claim must be filed in order to be paid under this plan.

The following matters may be of particular importance to you. Debtor(s) must check each box that applies. Debtor(s)' failure to check a box that applies renders that provision ineffective.

- ☐ The plan seeks to limit the amount of a secured claim, as set out in Part 3, § 3.2, which may result in a partial payment or no payment at all to the secured creditor.
- ☐ The plan requests the avoidance of a judicial lien or nonpossessory, nonpurchase money security interest, as set out in Part 3, § 3.4.
- ☐ The plan sets out nonstandard provision(s) in Part 9.

Part 2: Plan Payments and Length of Plan

2.1 Debtor(s) will make regular payments to the trustee as follows:



\$ 480.00 per month for 60 months

Debtor(s) shall commence payments within thirty (30) days of the petition date.

2.2 Regular payments to the trustee will be made from future income in the following manner (check all that apply):

☐ Debtor(s) will make payments pursuant to a payroll deduction. Debtor(s) request a payroll deduction be issued to:

☒ Debtor(s) will make payments directly to the trustee.

☐ Other (specify method of payment) _____

2.3 Income tax refunds and return. Check one.

- ☐ Debtor(s) will retain any income tax refunds received during the plan term.
- ☐ Debtor(s) will supply the trustee with a copy of each income tax return filed during the plan term within 14 days of filing the return and will turn over to the trustee income tax refunds received during the plan term, if any.
- ☒ Debtor(s) will treat income tax refunds as follows:
Debtor will not receive income tax refunds due to owing taxes.
- ☐ Debtor(s) believe they are not required to file income tax returns and do not expect to receive tax refunds during the plan term.

2.4 Additional Payment. Check all that apply.

☐ None. Proceeds of a claim or lawsuit pending with the EEOC will be paid to the Chapter 13 Trustee.

2.5 Adequate Protection Payments.

Any adequate protection payments shall be made as part of this plan; see Part 3 or Part 9 for details. The secured creditor must file a proof of claim in order to receive payment. Unless otherwise ordered, adequate protection payments through the trustee shall be made as funds are available after the proof of claim is properly filed.

Part 3: Treatment of Secured Claims**3.1 Maintenance of payments and cure of defaults, if any, on long-term secured debts. Check one.**

- ☐ None. If "None" is checked, the rest of § 3.1 need not be completed or reproduced.
- ☒ Debtor(s) or trustee will maintain the current contractual installment payments on the secured claims listed below. These payments will be disbursed either by the trustee or paid directly by Debtor(s), as specified below. Any existing arrearage on a listed claim will be paid in full through disbursements by the trustee. Unless otherwise ordered, the amounts listed on a proof of claim, amended proof of claim, or notice of payment change control over any contrary amounts listed below as to the estimated amount of the creditor's total claim, current installment payment, and arrearage.

Name of Creditor	Collateral	Estimated Amount of Creditor's Total Claim	Current Installment Payment (including escrow)	Amount of Arrearage (if any)	Months Included in Arrearage	Monthly Fixed Payment on Arrearage	Monthly Fixed Payment on Arrearage to Begin
Mr. Cooper	Homestead	\$185,772.00	\$1,156.00 Disbursed by: Debtor(s) To begin: May 2020	\$1566 60.00	1 0	30 60.00	N/A upon confirmation

3.2 Request for valuation of security, claim modification, and hearing on valuation. Check one.

- ☒ None. If "None" is checked, the rest of § 3.2 need not be completed or reproduced.

3.3 Secured claims excluded from 11 U.S.C. § 506 and fully secured claims. Check one.

- ☐ None. If "None" is checked, the rest of § 3.3 need not be completed or reproduced.

☒ The claims listed below:

1. were incurred within 910 days before the petition date and secured by a purchase money security interest in a motor vehicle acquired for the personal use of Debtor(s), or
2. were incurred within 1 year of the petition date and secured by a purchase money security interest in any other thing of value, or
3. are fully secured.

These claims will be paid in full under the plan with interest at the rate stated below. These payments will be disbursed by the trustee as specified below. Unless otherwise ordered, the status and amount stated on a proof of claim or amended proof of claim controls over any contrary amount listed below as to the estimated amount of the creditor's total claim, but the interest rate is controlled by the plan.

The holder of any claim listed below will retain the lien until the earlier of:

- (a) payment of the underlying debt determined under nonbankruptcy law, or
- (b) discharge under 11 U.S.C. § 1328(a), at which time the lien will terminate and be released by the creditor.

	Name of Creditor	Monthly Adequate Protection Payment	Estimated Amount of Creditor's Total Claim	Collateral	Value of Collateral	Interest Rate	Monthly Fixed Payment to Creditor	Monthly Fixed Payment to Begin
<input checked="" type="checkbox"/>	Santander Consumer USA	\$128.00	\$11,077.00	2017 Dodge Caravan	\$12,600.00	6 %	\$300.00 \$365	upon confirmation

3.4 Section 522(f) judicial lien and nonpossessory, nonpurchase money ("Non-PPM") security interest avoidance. Check all that apply.

☒ None. If "None" is checked, the rest of § 3.4 need not be completed or reproduced.

3.5 Surrender of collateral. Check one.

☒ None. If "None" is checked, the rest of § 3.5 need not be completed or reproduced.

Part 4: Treatment of Fees and Priority Claims**4.1 General.**

Trustee's fees will be paid in full. Except as set forth in § 4.5, allowed priority claims also will be paid in full, without interest.

4.2 Chapter 13 case filing fee. Check one.

- ☒ Debtor(s) intend to pay the Chapter 13 case filing fee through the plan.
- ☐ Debtor(s) intend to pay the Chapter 13 case filing fee directly to the Clerk of Court.

4.3 Attorney's fees.

The total fee requested by Debtor(s)' attorney is \$ 3,500.00 . The amount of the attorney fee paid prepetition is \$ 0.00 .

The balance of the fee owed to Debtor(s)' attorney is \$ 3,500.00 , payable as follows (check one):

- ☒ \$ 300 at confirmation and \$ ^{\$50}~~125~~ per month thereafter until paid in full, or
- ☐ in accordance with any applicable administrative order regarding fees entered in the division where the case is pending.

4.4 Priority claims other than attorney's fees and domestic support obligations. Check one.

- ☐ None. If "None" is checked, the rest of § 4.4 need not be completed or reproduced.
- ☒ The other priority claims are listed below. Unless otherwise ordered, the amount of the creditor's priority claim listed on the proof of claim or amended proof of claim controls over any contrary amount listed below.

	Name of Creditor	Estimated Amount of Claim to be Paid	Monthly Fixed Payment, if any, to Creditor	Monthly Fixed Payment, if any, to Begin
<input checked="" type="checkbox"/>	Internal Revenue Service	\$ 2,700.00 \$140.00	\$ 0.00	N/A

4.5 Domestic support obligations. Check one.

- ☒ None. If "None" is checked, the rest of § 4.5 need not be completed or reproduced.

Part 5: Treatment of Nonpriority Unsecured Claims**5.1 Nonpriority unsecured claims not separately classified.**

Allowed nonpriority unsecured claims that are not separately classified will be paid pro rata.

5.2 Percentage, Base, or Pot Plan. Check one.

- ☐ 100% Repayment Plan. This plan proposes to pay 100% of each allowed nonpriority unsecured claim.

- ☒ Percentage Plan. This plan proposes to pay 13 % of each allowed nonpriority unsecured claim.
- ☐ Pot Plan. This plan proposes to pay \$ _____, distributed pro rata to holders of allowed nonpriority unsecured claims.
- ☐ Base Plan. This plan proposes to pay \$ _____ to the trustee (plus any tax refunds, lawsuit proceeds, or additional payments pursuant to §§ 2.3 and 2.4). Holders of allowed nonpriority unsecured claims will receive the funds remaining, if any, after disbursements have been made to all other creditors provided for in this plan.

5.3 Interest on allowed nonpriority unsecured claims not separately classified. *Check one.*

- ☒ None. If "None" is checked, the rest of § 5.3 need not be completed or reproduced.

5.4 Maintenance of payments and cure of any default on long-term nonpriority unsecured claims. *Check one.*

- ☒ None. If "None" is checked, the rest of § 5.4 need not be completed or reproduced.

5.5 Other separately classified nonpriority unsecured claims. *Check one.*

- ☒ None. If "None" is checked, the rest of § 5.5 need not be completed or reproduced.

Part 6: Executory Contracts and Unexpired Leases

6.1 The executory contracts and unexpired leases listed below are assumed, will be treated as specified, and any defaults cured. *Check one.*

- ☒ None. If "None" is checked, the rest of § 6.1 need not be completed or reproduced.

6.2 The executory contracts and unexpired leases listed below are rejected. *Check one.*

- ☒ None. If "None" is checked, the rest of § 6.2 need not be completed or reproduced.

Part 7: Sequence of Payments

7.1 Unless otherwise ordered, the trustee will make the monthly payments required in Parts 3 through 6 in the sequence of payments set forth in the administrative order for the division in which this case is pending.

Part 8: Vesting of Property of Estate

8.1 Property of the estate will vest in Debtor(s) (check one):

- ☒ Upon plan confirmation.
- ☐ Upon entry of Discharge.

Part 9: Nonstandard Plan Provisions

- ☒ None. If "None" is checked, the rest of Part 9 need not be completed or reproduced.

Debtor(s): Yvonne DeCarlo Johnson,

Case number: _____

Eff (01/01/2019)

Part 10: Signatures

Signature(s) of Debtor(s) (required):

x /s/ Yvonne DeCarlo Johnson

Date June 22, 2020

x

Date _____

Signature of Attorney for Debtor(s): x /s/ Daisy M. Holder

Date June 22, 2020

Name/Address/Telephone/Attorney for Debtor(s):

Daisy M. Holder, Attorney at Law
505 20th Street North, Suite 1625
Birmingham, Alabama 35203-2605

Telephone #: (205) 251-2334

By filing this document, Debtor(s), if not represented by an attorney, or the Attorney for Debtor(s) certifies that the wording and order of the provisions in this Chapter 13 plan are identical to those contained in this district's Local Form, other than any nonstandard provisions included in Part 9.

CERTIFICATE OF SERVICE

I hereby certify that on the 22nd day of June, 2020, I electronically filed the foregoing Amended Chapter 13 Plan with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following:

Bradford W. Caraway, Trustee
Chapter 13 Bankruptcy Cases
Northern District of Alabama
P.O. Box 10848
Birmingham, AL 35202

and I hereby certify that on the 22nd day of June, 2020, I served a copy of the foregoing Amended Chapter 13 Plan upon the creditors listed on attached Matrix, by depositing a copy of the same in the United States mail, properly addressed and postage prepaid.



Daisy M. Holder
Attorney for Debtor

Daisy M. Holder
Attorney at Law
1625 Financial Center
505 20th Street North
Birmingham, Alabama 35203-2605
TELEPHONE: (205) 251-2334
FACSIMILE: (205) 328-8060
E-MAIL: holderesq@aol.com

Label Matrix for local noticing
1126-2
Case 20-01344-DSC13
NORTHERN DISTRICT OF ALABAMA
Birmingham
Fri Jun 12 15:37:45 CDT 2020

AT&T Mobility
PO Box 536216
Atlanta, GA 30353-6216

Chevron and Texaco Visa Card
c/o Advanced Call Center Technologies
PO Box 9091
Johnson City, TN 37615-9091

(p)DISCOVER FINANCIAL SERVICES LLC
PO BOX 3025
NEW ALBANY OH 43054-3025

Internal Revenue Service
PO Box 7346
Philadelphia, PA 19101-7346

Nationstar Mortgage LLC d/b/a Mr. Cooper
PO Box 619096
Dallas, TX 75261-9096

Santander Consumer USA
Attn: Bankruptcy Department
PO Box 560284
Dallas, TX 75356-0284

Target Card Services
PO Box 660170
Dallas, TX 75266-0170

Daisy M. Holder
1625 Financial Ctr, 505 20th St N
Birmingham, AL 35203

PRA Receivables Management, LLC
PO Box 41021
Norfolk, VA 23541-1021

(p)ASPEN DENTAL
PO BOX 1578
ALBANY NY 12201-1578

Chevron-Texaco/Synchrony Bank
Attn: Bankruptcy Department
PO Box 960012
Orlando, FL 32896-0012

(p)PERI GARITE
ATTN CARD WORKS
101 CROSSWAYS PARK DR W
WOODBURY NY 11797-2020

Midland Credit Management, Inc.
Po Box 2037
Warren MI 48090-2037

(p)PENTAGON FEDERAL CREDIT UNION
ATTN BANKRUPTCY DEPARTMENT
P O BOX 1432
ALEXANDRIA VA 22313-1432

Santander Consumer USA, Inc.
P.O. Box 560284
Dallas, TX 75356-0284

United States Attorney
Northern District of Alabama
1801 4th Avenue North
Birmingham, AL 35203-2101

Yvonne DeCarlo Johnson
800 Jeffrey Circle
Birmingham, AL 35235-2607

U. S. Bankruptcy Court
Robert S. Vance Federal Building
1800 5th Avenue North
Birmingham, AL 35203-2111

Attorney General
US Department of Justice
10th Street and Constitution Ave NW
Washington, DC 20202-0001

Discover Bank
Discover Products Inc
PO Box 3025
New Albany, OH 43054-3025

First National Bank of Omaha
PO Box 2557
Omaha, NE 68103-2557

Mr. Cooper
Attn: Bankruptcy Department
PO Box 619094
Dallas, TX 75261-9094

(p)PORTFOLIO RECOVERY ASSOCIATES LLC
PO BOX 41067
NORFOLK VA 23541-1067

TD Bank USA, N.A.
C O WEINSTEIN & RILEY, PS
2001 WESTERN AVENUE, STE 400
SEATTLE, WA 98121-3132

(p)CHAPTER 13 STANDING TRUSTEE
ATTN BRADFORD W CARAWAY
PO BOX 10848
BIRMINGHAM AL 35202-0848

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified
by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Aspen Dental
PO Box 1578
Albany, NY 12201

Discover Card
PO Box 30943
Salt Lake City, UT 84130

First National Bank of Omaha
1620 Dodge Street, Stop Code 3129
Omaha, Nebraska 68197

PENTAGON FEDERAL CREDIT UNION
PO Box 1432
Alexandria, VA 22313-2032

Portfolio Recovery Associates, LLC
POB 41067
Norfolk VA 23541

Bradford W. Caraway
Chapter 13 Standing Trustee
P O Box 10848
Birmingham, AL 35202-0848

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)Nationstar Mortgage LLC dba Mr. Cooper

(d)PRA Receivables Management, LLC
PO Box 41021
Norfolk, VA 23541-1021

End of Label Matrix	
Mailable recipients	25
Bypassed recipients	2
Total	27